

## **Amendment to Agreement**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of February, 2009, by and between Shelby County Government (hereinafter "County") and SHELBY FARMS PARK CONSERVANCY (hereinafter "Contractor").

WHEREAS, the parties previously entered into an agreement (hereinafter "Management Agreement") entitled "SHELBY FARMS MANAGEMENT AGREEMENT" dated July 13, 2007, appointing Contractor as manager of certain portions of Shelby Farms Park, therein described by metes and bounds in Exhibit B of the Management Agreement ("Managed Area").

WHEREAS, the parties now desire to enter into this Amendment to expand the Managed Area so as to include the 100 foot wide, 7.04 mile former CSX rail corridor running from Avery Avenue in Memphis to Farm Road at Shelby Farms ("Trail Corridor"), said corridor reflected in detail in Exhibit A, which is attached hereto and incorporated by reference.

WHEREAS, the County has agreed to install a public trail upon this corridor, for the use and benefit of the citizens of Memphis and Shelby County, which will provide significantly increased access to Shelby Farms Park.

WHEREAS, the County desires to appoint SFPC as Manager of the amended Managed Area.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to include the Trail Corridor as described herein.
2. The Agreement between the parties is hereby amended to include a new Article 29, to read as follows:

### **Article 29. Rails-to-Trails Corridor**

SFPC shall manage and operate the Trail Corridor for the use and benefit of the citizens of Memphis and Shelby County. Effective immediately, SFPC shall provide and/or coordinate appropriate Trail Corridor Security, in addition to County's obligations under Article 4(c) herein. Upon the County's completion of an asphalt trail as described more fully in Exhibit G, attached hereto and incorporated by reference, SFPC will assume all other management and maintenance duties described in this Management Agreement, with the exception of the following: the County will provide heavy maintenance activities as needed, including repair and maintenance of bridges and culverts; the County will provide litter pick-up and removal on the Trail Corridor; the County will prepare and submit grant applications for trail support in co-sponsorship with SFPC; and the County will provide for semi-annual removal of heavy brush and vegetation.

3. The terms and conditions of the original Management Agreement, except as amended herein, shall remain in full force and shall be fully incorporated into this Amendment, as if fully stated verbatim herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2009.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C WHARTON, JR., MAYOR

**SHELBY FARMS PARK CONSERVANCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/ or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainor, a corporation, and that he as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_